

CapitalGain.AI Terms of Use

Last Updated: September 15, 2026

These Terms of Use (“Terms”) govern your use of the CapitalGain.AI application, also known as CGai, and related services (collectively, the “Service”) provided by Reef Point Systems Inc., doing business as CapitalGain.AI (“Reef Point,” “CGai,” “we,” “us,” or “our”).

By creating an account or using the Service, you agree to these Terms.

1. Eligibility

The Service is intended for individuals who are at least eighteen (18) years old and are eligible to use the Service in the United States.

You represent that the information you provide to us is accurate and that your use of the Service complies with applicable law.

CGai’s account-based features are designed for supported taxable brokerage accounts and are not designed for retirement accounts or other tax-deferred or tax-exempt accounts.

2. Current Status of the Service

Reef Point has applied for registration as an investment adviser with the U.S. Securities and Exchange Commission. **Reef Point is not currently registered with the SEC as an investment adviser.**

The Service currently provides technology-based analysis of information concerning your connected investment accounts. Based on this information, CGai may identify potential transactions involving particular investments, tax lots, tax-loss harvesting opportunities, wash-sale considerations, and potential replacement investments.

During the period governed by these Terms, Reef Point does not charge you for use of the Service.

These Terms are terms for use of the current Service and are not an investment advisory agreement between you and Reef Point.

If and when Reef Point’s investment adviser registration becomes effective and Reef Point begins offering its registered investment advisory service, that service will be governed by a separate investment advisory agreement and applicable regulatory disclosures. You will be asked to review and accept those terms before becoming an advisory client.

3. You Control Your Investment Decisions

Reef Point does not have authority to place trades in your brokerage accounts, purchase or sell investments for you, withdraw or transfer your assets, change your brokerage account settings, or require you to act on information presented by CGai.

You make all investment decisions and execute all transactions yourself through your own brokerage or other financial account.

Market prices, tax information, account holdings, and other circumstances may change between the time CGai generates information and the time you review or act upon it.

4. Brokerage Accounts and Assets

Your investments remain in accounts maintained with the broker-dealers, custodians, exchanges, or other financial institutions you select.

Reef Point does not take custody or possession of your cash or investments and does not select your broker or custodian.

You are responsible for your brokerage accounts and for all fees, commissions, spreads, regulatory charges, fund expenses, and other costs imposed by your broker, custodian, investment product, exchange, or other third party.

Statements and confirmations issued by your broker or custodian are the official records of your account. Information displayed by CGai should not be treated as an official brokerage account record.

5. Account Connectivity and Financial Data

CGai receives information from financial institutions and third-party data providers that you authorize to connect to the Service.

Authentication with your financial institution is conducted through the financial institution or an authorized third-party data provider. Reef Point does not request or store your brokerage username or password.

The connection available to CGai is intended to provide account information and does not give Reef Point authority to execute trades, withdraw funds, or transfer assets.

You authorize Reef Point and its service providers to receive, process, and use information from accounts you connect to CGai as reasonably necessary to provide, maintain, and secure the Service, comply with applicable law, and perform the activities described in our Privacy Notice.

You may disconnect a connected account, subject to the functionality made available by CGai and its data providers. Disconnecting an account may prevent CGai from analyzing that account.

6. Your Information and Responsibilities

CGai's analysis depends on the information available to it. You agree to provide accurate and current information requested by CGai and to update that information when it changes.

You are responsible for reviewing the accuracy and completeness of information concerning your accounts, positions, transactions, cost basis, tax lots, tax circumstances, and other information relevant to CGai's analysis.

Information received from brokers, custodians, financial institutions, or third-party data providers may be incomplete, delayed, inaccurate, or unavailable. CGai's analysis may therefore be incomplete or inaccurate.

You should compare material account information with the records provided by your broker or custodian before acting upon information presented by CGai.

7. Tax-Aware Analysis

CGai is designed to identify certain opportunities that may improve the after-tax characteristics of investments held in supported taxable accounts.

CGai may identify unrealized investment losses, particular tax lots, potential tax-loss harvesting transactions, and potential replacement investments intended to maintain investment exposure during a wash-sale period.

Selling or changing an investment involves investment considerations as well as potential tax considerations. The value of an investment sold may subsequently increase, a replacement investment may perform differently from the investment sold, and any potential tax benefit may be smaller than anticipated or may not be realized.

CGai does not guarantee that acting upon information presented by the Service will reduce your taxes or improve your after-tax investment return.

8. Wash Sales and Tax Information

CGai may analyze transactions and account information for potential application of the federal wash-sale rule. However, wash-sale treatment depends on facts and circumstances that may not be visible to CGai.

For example, CGai may not have complete information concerning transactions in accounts that are not connected to CGai, accounts belonging to your spouse or other persons, retirement accounts, transactions occurring after CGai performs its analysis, or other circumstances relevant to the application of tax law.

Determinations concerning whether securities are "substantially identical" can also involve uncertainty.

Accordingly, CGai cannot guarantee that a transaction will avoid wash-sale treatment or receive any particular tax treatment.

Reef Point does not provide tax-return preparation, accounting, or legal services. Information provided by CGai is not a substitute for individualized advice from a qualified tax or legal professional concerning your particular tax circumstances.

You remain responsible for your tax filings and for consulting an appropriate tax professional when necessary.

9. Investment Scope and Risks

CGai provides analysis only with respect to investments, account types, and functionality supported by the Service.

Depending on available CGai functionality, supported investments may include stocks, exchange-traded funds, mutual funds, options, direct cryptocurrency positions, and other supported assets or instruments.

For an existing option position, CGai may identify closing the position but does not identify another option as the replacement investment.

All investing involves risk, including possible loss of principal. Investments identified as potential replacements may not perform similarly to the investments they are intended to replace. Correlations and relationships can change without notice, particularly during periods of market stress.

Options, digital assets, concentrated positions, volatile securities, and specialized investment products may involve significant additional risks.

CGai does not guarantee the performance of any investment or strategy.

10. Automated Technology

CGai's analysis is generated through automated systems, models, algorithms, and software.

Individual outputs are not ordinarily reviewed or approved by a human financial professional before they are presented to you.

Automated systems may contain errors, rely on incomplete or inaccurate data, fail to account for unusual circumstances, or produce results that differ from those a human professional might reach.

The Service may also be unavailable, delayed, or impaired because of software failures, telecommunications failures, third-party outages, maintenance, cybersecurity incidents, or other technological events.

No technology can be guaranteed to operate without interruption or error.

11. Monitoring

CGai automatically processes information received from supported connected accounts and periodically evaluates positions and tax lots for potential opportunities.

The frequency and completeness of this monitoring depend on the availability, accuracy, and timeliness of information received by CGai and on the functionality supported for the particular account or investment.

CGai does not undertake responsibility for monitoring assets, accounts, transactions, tax circumstances, or other information that is unavailable to the Service.

12. Fees

The Service governed by these Terms is currently provided without charge.

Reef Point may introduce paid services in the future. You will not be charged unless pricing is disclosed to you and you affirmatively agree to purchase a paid service.

If Reef Point begins offering investment advisory services following effectiveness of its investment adviser registration, paid advisory services will be subject to the applicable investment advisory agreement and disclosures presented to you at that time.

13. No Compensation From Investment Transactions

Reef Point does not receive commissions or transaction-based compensation when you purchase or sell an investment identified by CGai.

Reef Point does not receive compensation from your broker, custodian, or an investment product sponsor based on your assets, transactions, or investments identified by CGai.

14. No Guarantee of Results

Neither Reef Point nor CGai guarantees:

- investment gains or protection against investment losses;
- that an investment identified by CGai will increase in value;
- that a replacement investment will perform similarly to another investment;
- any particular amount of tax savings;
- that a transaction will qualify for any particular tax treatment;
- that a wash sale will be avoided;
- the accuracy or completeness of information received from third parties; or
- uninterrupted or error-free operation of the Service.

Past performance and historical tax results do not guarantee future results.

15. Human Support

Reef Point personnel may provide customer service, technical assistance, account assistance, and administrative support.

Reef Point personnel do not provide individualized investment recommendations to users by telephone, email, video conference, chat, or other person-to-person communications.

Questions concerning operation of the Service may be directed to Reef Point using the contact information below.

16. Electronic Communications

You consent to receive these Terms, our Privacy Notice, amendments, notices, and other communications concerning the Service electronically.

Electronic communications may be provided through the CGai application, the email address associated with your account, our website, or another electronic method permitted by applicable law.

You are responsible for maintaining a valid email address and keeping your contact information current.

17. Privacy and Data Security

Our collection, use, disclosure, retention, and protection of personal information are described in our Privacy Notice, which is incorporated into these Terms by reference to the extent permitted by applicable law.

Reef Point maintains administrative, technical, and organizational safeguards designed to protect user information. No information system or method of electronic transmission can be guaranteed to be completely secure.

You are responsible for protecting your CGai account credentials and for promptly notifying us if you believe your account or credentials have been compromised.

18. Intellectual Property and Acceptable Use

The Service, including its software, interfaces, algorithms, designs, text, graphics, trademarks, and other content, is owned by Reef Point or its licensors and is protected by applicable intellectual property laws.

Subject to these Terms, Reef Point grants you a limited, personal, non-exclusive, non-transferable, revocable right to use the Service for your own lawful personal use.

You may not, except to the extent prohibited by applicable law, copy, sell, sublicense, reverse engineer, decompile, interfere with, circumvent security controls of, scrape, misuse, or attempt to gain unauthorized access to the Service or its systems.

You may not use the Service to violate applicable law, interfere with another person's use of the Service, introduce malicious code, obtain unauthorized access to data, or impersonate another person.

19. Term and Termination

These Terms become effective when you accept them and continue until terminated by you or Reef Point.

You may stop using the Service and close your CGai account at any time.

Reef Point may suspend or terminate the Service or your access if you violate these Terms, engage in fraudulent or unlawful activity, create a security risk, misuse the Service, or if continued service would violate applicable law.

Reef Point may also discontinue the Service or terminate these Terms for other legitimate business reasons upon reasonable notice when practicable.

Termination does not affect transactions you previously chose to execute, obligations that accrued before termination, or provisions of these Terms that by their nature reasonably survive termination.

20. Limitation of Service and Preservation of Legal Rights

The limitations, risks, user responsibilities, and scope of the Service described in these Terms define the services Reef Point has agreed to provide.

Nothing in these Terms waives or limits any right that you have under federal or state securities laws or any other applicable law that cannot lawfully be waived or limited.

To the extent permitted by applicable law, Reef Point is not responsible for losses caused solely by inaccurate, incomplete, delayed, or unavailable information supplied by you or an unaffiliated third party; actions you take that are contrary to or outside the information presented by CGai; or circumstances outside the scope of the Service Reef Point has agreed to provide.

21. Third-Party Services

The Service may rely upon or provide access to services, data, software, websites, brokerage systems, financial institutions, payment processors, app marketplaces, or other products operated by third parties.

Reef Point does not control these third parties and cannot guarantee their availability, accuracy, security, or performance.

Your use of third-party services may be subject to separate agreements between you and the applicable third party.

22. Dispute Resolution and Arbitration

Before initiating formal proceedings concerning a dispute arising from these Terms or the Service, you and Reef Point agree to make a reasonable effort to resolve the dispute informally by providing written notice describing the dispute to the other party.

Except for matters that applicable law does not permit to be resolved through mandatory arbitration, any dispute, claim, or controversy arising out of or relating to these Terms or the Service will be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) under the AAA rules applicable to the dispute.

The arbitration will take place in Los Angeles County, California, unless the parties agree to another location or applicable law or AAA rules require otherwise.

Judgment on the arbitrator’s award may be entered in any court having jurisdiction.

Nothing in these Terms limits your ability to communicate with, provide information to, file a complaint with, or otherwise participate in proceedings before the U.S. Securities and Exchange Commission, any state securities regulator, FINRA, or any other governmental or regulatory authority.

Nothing in this arbitration provision or elsewhere in these Terms waives any right or remedy that cannot lawfully be waived.

23. Governing Law

These Terms are governed by applicable federal law and, to the extent state law applies and is not preempted, the laws of the State of Delaware, without regard to principles of conflicts of law.

Nothing in this provision is intended to limit rights or protections available to you under applicable federal or state law.

24. Changes to These Terms

Reef Point may amend these Terms from time to time to reflect changes in the Service, applicable law, regulatory requirements, or business practices.

We will provide notice of material amendments as required by applicable law.

Your continued use of the Service after an amendment becomes effective constitutes acceptance of the amendment to the extent permitted by applicable law. Where affirmative consent is required, the amendment will not become effective as to you until that consent is obtained.

25. Entire Agreement; Severability

These Terms, together with documents expressly incorporated into them, constitute the agreement between you and Reef Point concerning the Service.

If a provision of these Terms is determined to be invalid or unenforceable, the remaining provisions will remain in effect to the extent permitted by law.

A failure by Reef Point to enforce a provision of these Terms does not waive its right to enforce that provision later.

Headings are provided for convenience and do not alter the meaning of these Terms.

26. Contact Information

Reef Point Systems Inc.

d/b/a CapitalGain.AI (“CGai”)

3680 Wilshire Blvd., Suite P04

Los Angeles, CA 90010

Phone: (949) 903-4678

Email: legal@capitalgain.ai

Website: capitalgain.ai

By accepting these Terms electronically, you acknowledge that you have read and agree to these Terms and that Reef Point’s Privacy Notice has been made available to you.